

NOTICE OF CONDO ASSOCIATION'S NONCOMPLIANCE
WITH FLA. STAT. SEC. 718.111

THE CONDOMINIUM ASSOCIATION MUST DELIVER THE RECORDS TO THE OWNER WITHIN 10 WORKING DAYS AFTER RECEIPT OF THE OWNER'S REQUEST. THIS IS A COURTESY NOTICE THAT THE CONDOMINIUM ASSOCIATION HAS FAILED TO DO SO AND A DEMAND THAT THE CONDOMINIUM ASSOCIATION IMMEDIATELY CURE THE NONCOMPLIANCE. THE OWNER RESERVES THE RIGHT TO EXERCISE ALL REMEDIES IN EQUITY AND AT LAW.

THIS IS A REMINDER THAT THE CONDOMINIUM ASSOCIATION MUST, IN PART:

- Permanently maintain all official records specified in [Fla. Stat. Sec. 718.111\(12\)\(a\)1.-6.](#) from the inception of the Condominium Association to the present.
- Retain all other official records specified in [Fla. Stat. Sec. 718.111\(12\)\(a\)7.-20.](#) for at least 7 years unless otherwise specified by general law. *See* [Fla. Stat. Sec. 718.111\(12\)\(b\).](#)
- Provide access to the requested Records within 10 working days of receipt of a written request. Failure to do so creates a rebuttable presumption of the Condominium Association's willful non-compliance, which is subject to the penalties set forth below. *See* [Fla. Stat. Sec. 718.111\(12\)\(c\)1.a.](#)
- Make Records available within forty-five (45) miles of the Property or within the county where the Property is located. Alternatively, the Condominium Association may provide access electronically or via a website. *See* [Fla. Stat. Sec. 718.111\(12\)\(b\).](#)
- Allow the Owner and/or Representative to inspect the Records of the Condominium Association at all reasonable times at a reasonable expense if providing hard copies. *See* [Fla. Stat. Sec. 718.111\(12\)\(c\)1.a.](#)
- Allow Owner and/or the Representative to make copies of Records using personal devices (*e.g.*, smartphones, tablets, portable scanners, cameras, or other technology capable of scanning or taking photographs) without charging the Owner and/or Representative fees or costs. *See* [Fla. Stat. Sec. 718.111\(12\)\(c\)5.](#)
- Provide a checklist to Owner and/or Representative detailing all Records provided and any Records that are unavailable. *See* [Fla. Stat. Sec. 718.111\(12\)©1.b.](#)

**PENALTIES IF THE CONDOMINIUM ASSOCIATION
WILLFULLY WITHHOLDS OR FAILS TO PROVIDE ACCESS TO RECORDS:**

DAILY PENALTIES: **FINES.** \$50 per calendar day, for up to 10 days, beginning on the 11th working day after the request for Records. *See* Fla. Stat. Sec. 718.111(12)©1.a.

CRIMINAL PENALTIES: **SECOND-DEGREE MISDEMEANOR.** For directors, board members, or managers who knowingly, willfully, and repeatedly violate access requirements. "Repeatedly" means 2 or more violations in a 12-month period. *See* Fla. Stat. Sec. 718.111(12)©2.

FIRST-DEGREE MISDEMEANOR. For any person who knowingly or intentionally defaces or destroys accounting records required to be maintained in Chapter 718, Fla. Stats. or who knowingly and intentionally fails to create or maintain accounting records required to be maintained with the intent of causing harm to the Condominium Association or one or more of its members *See* Fla. Stat. Sec. 718.111(12)©3.

THIRD-DEGREE FELONY. Any person who willfully and knowingly refuses to release or otherwise produce Condominium Association records with the intent to avoid or escape detection, arrest, trial, or punishment for the commission of a crime, or to assist another person with the same. *See* Fla. Stat. Sec. 718.111(12)©4.

ATTORNEYS' FEES: **LAWSUIT TO ENFORCE CONDOMINIUM ASSOCIATION COMPLIANCE.** The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. *See* Fla. Stat. Sec. 718.111(12)©1.a.

DISCLAIMERS:

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